

BILL NO. S-73-08-32

SPECIAL ORDINANCE NO. S- 92-75

AN ORDINANCE approving Contracts with various Contractors,
for the construction of the St. Joseph Interceptor Sewers.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The Contracts between the following Contractors: JOHN
DEHNER, INC. dated July 13, 1973; NOBIS-WESTROPP CONST. dated July 18, 1973;
EARTH CONSTRUCTION (2) dated July 18, 1973; BERCOT, INC. dated July 17, 1973;
HIPSKIND ASPHALT (3) dated July 16, 1973 and the CITY OF FORT WAYNE, by and
through its Mayor and Board of Public Works, for the construction of the
Saint Joseph Interceptor Sewers as follows:

JOHN DEHNER, INC.

Beginning at an existing 54 inch sanitary sewer located approximately 145 feet west of the St. Joseph River and at the Northeast corner of Concordia Gardens; thence, Northerly along the West side of the Old Feeder Canal a distance of 380 + feet to a proposed manhole; thence, Northeast in and along the Old Feeder Canal a distance of 1,436 + Lineal Feet to a proposed manhole located approximately 100 feet West of the St. Joseph River; thence, continuing in a Northerly direction along the West side of the St. Joseph River a distance of 3,051 + Lineal Feet to a proposed manhole located 150 + feet North of the Swift Drain; thence, in an Easterly and Southeasterly direction along the North side of the St. Joseph River a distance of 2,073 + Lineal Feet to a proposed manhole; thence, in an Easterly direction a distance of 3,722 + Lineal Feet to a proposed manhole located approximately 120 feet West of the St. Joseph River; thence, in a Northerly direction along the West side of the said river a distance of 929 + Lineal Feet, terminating at a proposed manhole located approximately 70 feet North of the St. Joseph River and 120 feet South of the Martin Drain.

Said sewer shall be 54 inches in diameter, with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

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4 NOBIS WESTROPP CONSTRUCTION CO., INC.

5 Beginning at a proposed manhole located approxi-
6 mately 70 feet North of the St. Joseph River and
7 120 feet South of the Martin Drain; thence, in a
8 Northeasterly direction along the North side of the
9 St. Joseph River a distance of 4,194 + Lineal Feet,
terminating at a proposed manhole located approxi-
mately 175 feet Northwest of the St. Joseph River
and approximately 2,500 feet Northeast of Mayhew
Road.

10 Said sewer shall be 48 inches in diameter, with
11 all appurtenances to be constructed in accordance
12 with the plans, profiles, special details and
specifications now on file in the Office of the
Board of Public Works of said City.

13 EARTH CONSTRUCTION AND ENGINEERING, INC.

14 Beginning at a proposed manhole located approxi-
15 mately 380 feet North of Concordia Gardens and 50
16 feet West of the Old Feeder Canal; thence in a
17 Westerly and Northwesterly direction along the
18 South side of Beckett's Run Ditch a distance of
19 3,279 + Lineal Feet to a proposed manhole located
20 on the West side of Leo Road and approximately
21 45 feet South of the Beckett's Run Bridge; thence,
22 in a Northwest direction a distance of 1,117 +
23 Lineal Feet to a proposed manhole located approxi-
24 mately 400 feet West of Interstate 69; thence,
25 North along the East side of Beckett's Run Ditch
26 a distance of 1,388 + Lineal Feet to a proposed
27 manhole; thence, West along the North side of
28 said ditch a distance of 515 + Lineal Feet to a
29 proposed manhole; thence, North along the East side
of said ditch a distance of 2,075 + Lineal Feet
to a proposed manhole; thence, Northwest a distance
of 328 + Lineal Feet to a proposed manhole located
on the East side of Old Auburn Road and approximately
300 feet South of Wallen Road (East of Old Auburn
Road); thence, North along Old Auburn Road a dis-
tance of 525 + Lineal Feet to a proposed manhole
located approximately 210 feet North of Wallen
Road; thence, West a distance of 243 + Lineal Feet
to a proposed manhole; thence, in a Northwesterly
direction along the Northerly side of Beckett's
Run Ditch a distance of 4,031 + Lineal Feet, termi-
nating at a proposed manhole located on the East
side of S.R. #327 and approximately 50 feet North
of Beckett's Run Ditch.

30 Said sewer shall be 27, 30 and 36 inches in diameter,
31 with all appurtenances to be constructed in accordance
32 with the plans, profiles, special details and speci-
33 fications now on file in the Office of the Board
34 of Public Works of said City, and shall be used
35 for sanitary purposes only.

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4 BERCOT, INC.

5 Beginning at a proposed manhole located on the
6 East side of S.R. #327 and approximately 50 feet
7 North of Beckett's Run Ditch; thence, Northwest
8 a distance of 1,032 + Lineal Feet to a proposed
9 manhole located at the Northeast corner of Lot
10 #5 in Feichter's Subdivision; thence, West a dis-
11 tance of 1,533 + Lineal Feet to a proposed manhole;
12 thence, in a Northwesterly direction a distance
13 of 808 + Lineal Feet to a proposed manhole; thence,
14 in a Westerly direction a distance of 1,715 +
15 Lineal Feet to a proposed manhole located on the
16 West side of the old New York Central Railroad
17 line and approximately 1,250 feet North of Till
18 Road; thence, South along said railroad a dis-
19 tance of 445 + Lineal Feet to a proposed manhole;
20 thence, West along the South side of Beckett's Run
21 Ditch a distance of 1,351 + Lineal Feet to a proposed
22 manhole; thence, South along the West side of said
23 ditch a distance of 530 + Lineal Feet to a proposed
24 manhole; thence, West along the North side of
25 Beckett's Run Ditch a distance of 1,665 + Lineal
26 Feet to a proposed manhole located approximately
27 100 feet North of Till Road; thence, in a Northerly
28 direction 3,336 + Lineal Feet along the East side
29 of an existing drainage ditch to a proposed manhole
30 located approximately 220 feet South Of Dupont Road
31 and approximately 2,200 feet East of S.R. #3; thence,
32 in a Northwesterly direction along the Northerly
33 side of an existing drainage ditch a distance of
34 3,675 + Lineal Feet terminating at a proposed man-
35 hole located on the West side of S.R. #3 and approx-
imately 50 feet North of the Randert Drain.

Said sewer shall be 21, 24, and 27 inches in dia-
meter, with all appurtenances to be constructed
in accordance with the plans, profiles, special
details and specifications now on file in the
Office of the Board of Public Works of said City,
and shall be used for sanitary purposes only.

25 HIPSKIND ASPHALT CORPORATION

26 Beginning at a proposed manhole located on the
27 West side of State Road #3 and approximately 50
28 feet North of the Rahdert Drain; thence, in a North-
29 westerly direction along the Northerly side of
30 the Rahdert Drain a distance of 1,487 Lineal Feet
31 to a proposed manhole located on the South side of
32 Carroll Road, and approximately 1,100 feet West of
33 State Road #3; thence, West along the South side
34 of Carroll Road a distance of 695 + Lineal Feet
35 to a proposed manhole located on the South side of
Carroll Road and approximately 540 feet East of
the G.R. & T. Railroad tracks; thence, North a
distance of 1,355 + Lineal Feet, terminating at
a proposed manhole located near the existing Irene
Byron - County Home Treatment Plant. Said sewer
shall be 8, 12, 18 and 21 inches in diameter, with
all appurtenances to be constructed in accordance
with the plans, profiles, special details and
specifications now on file in the Office of the
Board of Public Works of said City, and shall be
used for sanitary purposes only.

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4 EARTH CONSTRUCTION & ENGINEER, INC.

5 Beginning at a proposed manhole located approxi-
6 mately 150 feet North of the Swift Drain and
7 approximately 300 feet Northwest of the St. Joseph
8 River; thence, in a Northwesterly direction along
9 the Northerly side of Swift Drain a distance of
10 2,160 + Lineal Feet to a proposed manhole located
11 on the Westside of Leo Road and approximately 45
12 feet North of Swift Drain; thence, in a Northwest-
13 erly and Northerly direction a distance of 895 +
14 Lineal Feet to a proposed manhole located on the
15 East side of Interstate 69 and approximately 470
16 feet North of Wallen Road; thence, West 250 +
17 Lineal Feet to a proposed manhole located on the
18 West side in Interstate 69; thence, Northerly a
19 distance of 5,130+ Lineal Feet, terminating at a
20 proposed manhole located on the North side of
21 Dupont Road and approximately 825 feet West of
22 Interstate 69.

23 Branch Line A:

24 Beginning at a proposed manhole located approxi-
25 mately 180 feet West of Interstate 69; thence,
26 East a distance of 785 + Lineal Feet, terminating
27 at a proposed manhole located approximately 1,240
28 feet South of Dupont Road and approximately 380
29 feet East of Interstate 69.

30 Said sewer shall be 12 and 24 inches in diameter,
31 with all appurtenances to be constructed in ac-
32 cordance with the plans, profiles, special details
33 and specifications now on file in the Office of
34 the Board of Public Works of said City, and shall
35 be used for sanitary purposes only.

36 HIPSKIND ASPHALT CORPORATION

37 Beginning at a proposed manhole located on the
38 North side of Dupont Road and 825 feet West of
39 the centerline of Interstate 69; thence, in a
40 Northwest direction a distance of 1,205 + lineal
41 feet to a proposed manhole; thence, North a dis-
42 tance of 1,405 + lineal feet to a proposed man-
43 hole located on the North side of Northway Drive
44 and approximately 1,040 feet East of Old Auburn
45 Road; thence, East a distance of 1,012 + lineal
46 feet to a proposed manhole; thence, in a North-
47 westerly direction along a drainage ditch a dis-
48 tance of 3,123 + lineal feet to a proposed manhole;
49 thence, Westerly along the Delagrang Ditch a
50 distance of 920 + lineal feet to a proposed manhole
51 located on the East side of Old Auburn Road and
52 approximately 85 feet South of the Delagrang Ditch;
53 thence, continuing West a distance of 2,068 + lineal
54 feet to a proposed manhole; thence, in a Northwesterly
55 direction a distance of 1,140 + lineal feet, termi-
56 nating at a manhole located at the Pine Valley
57 Treatment Plant.

58 Said sewer shall be 15, 18 and 24 inches in diameter,
59 with all appurtenances to be constructed in accordance
60 with the plans, profiles, special details and speci-
61 fications now on file in the Office of the Board of
62 Public Works of said City, and shall be used for
63 sanitary purposes only.

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29 HIPSKIND ASPHALT CORPORATION

30 Beginning at a proposed manhole located approximately 70 feet North
31 of the St. Joseph River and approximately 120 feet South of the Martin
32 Drain; thence, in a Northwesterly direction a distance of 810 ±
33 Lineal Feet to a proposed manhole; thence, in a Northerly direction a
distance of 3,461 ± Lineal Feet, terminating at a proposed manhole lo-
cated on the North side of Leo Road and approximately 240 feet South-
west of the Martin Drain bridge culvert.

4 Said sewer shall be 18 and 24 inches in diameter, with all appur-
5 tenances to be constructed in accordance with the plans, profiles,
6 special details and specifications now on file in the Office of the
Board of Public Works of said City, and shall be used for sanitary
purposes only.

7 the cost and expense of construction of said sewer system to be borne approx-
8 imately 15% by the City of Fort Wayne, Indiana, the remainder to be funded by
9 a Federal and State Grant, including City engineering and inspection fees, all
10 as more particularly set forth in said Construction Contracts which are on file
11 in the office of the Board of Public Works, and is by reference incorporated
12 herein and made a part hereof, is hereby in all things ratified, confirmed and
13 approved.

14 SECTION 2. That the Contractors and any owner or owners of land, their
15 successors in title and assigns which is now or may hereafter be located out-
16 side the corporate limits of the City of Fort Wayne, Indiana, who taps into the
17 sewer main covered in said Contracts, or any extension thereof, shall be deemed
18 to thereby waive his, her, their or its right to remonstrate against or other-
19 wise object to, interfere with, or oppose any pending or future annexation by
20 said City of Fort Wayne, Indiana, of such land or territory in which said land
21 is located.

22 SECTION 3. This Ordinance shall be in full force and effect from and
23 after its passage and approval by the Mayor.

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26 COUNCILMAN
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4 BILL NO. S-73-⁰⁸ - 32

5 SPECIAL ORDINANCE NO. S- _____

6 AN ORDINANCE approving Agreements with
7 various Developers for the construction
8 of the St. Joseph Interceptor Sewers.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. The Sewer Agreements between the following
12 Developers: JOHN DEHNER, INC. dated July 13, 1973; NOBIS-WESTROPP
13 CONST. dated July 18, 1973; EARTH CONSTRUCTION (2) dated July 18,
14 1973; BERCOT, INC. dated July 17, 1973; HIPSKIND ASPHALT (3)
15 dated July 16, 1973 and the CITY OF FORT WAYNE, by and through
16 its Mayor and Board of Public Works, for the construction of
17 the Saint Joseph Interceptor Sewers as follows:

18 JOHN DEHNER, INC.

19 Beginning at an existing 54 inch sanitary sewer
20 located approximately 145 feet west of the St.
21 Joseph River and at the Northeast corner of Concordia
22 Gardens; thence, Northerly along the West side of
23 the Old Feeder Canal a distance of 380 + feet to
24 a proposed manhole; thence, Northeast in and along
25 the Old Feeder Canal a distance of 1,436 + Lineal
26 Feet to a proposed manhole located approximately
27 100 feet West of the St. Joseph River; thence,
28 continuing in a Northerly direction along the
29 West side of the St. Joseph River a distance of
30 3,051 + Lineal Feet to a proposed manhole located
31 150 + Feet North of the Swift Drain; thence, in an
32 Easterly and Southeasterly direction along the
33 North side of the St. Joseph River a distance of
34 2,073 + Lineal Feet to a proposed manhole; thence,
35 in an Easterly direction a distance of 3,722 +
Lineal Feet to a proposed manhole located approxi-
mately 120 feet West of the St. Joseph River; thence,
in a Northerly direction along the West side of the
said river a distance of 929 + Lineal Feet, termi-
nating at a proposed manhole located approximately
70 feet North of the St. Joseph River and 120 feet
South of the Martin Drain.

Said sewer shall be 54 inches in diameter, with all
appurtenances to be constructed in accordance with
the plans, profiles, special details and specifica-
tions now on file in the Office of the Board of
Public Works of said City, and shall be used for
sanitary purposes only.

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4 HIPSKIND ASPHALT CORPORATION

5 Beginning at a proposed manhole located approxi-
6 mately 70 feet North of the St. Joseph River and
7 approximately 120 feet South of the Martin Drain;
8 thence, in a Northwesterly direction a distance
9 of 810 + Lineal Feet to a proposed manhole; thence,
10 in a Northerly direction a distance of 3,461 +
11 Lineal Feet, terminating at a proposed manhole lo-
12 cated on the North side of Leo Road and approximately
13 240 feet Southwest of the Martin Drain Bridge
culvert.

14 Said sewer shall be 18 and 24 inches in diameter,
15 with all appurtenances to be constructed in ac-
16 cordance with the plans, profiles, special details
17 and specifications now on file in the Office of the
18 Board of Public Works of said City, and shall be
19 used for sanitary purposes only.

20 the cost and expense of construction of said sewer system
21 to be borne approximately 15% by the City of Fort Wayne, Indiana,
22 the remainder to be funded by a Federal Grant, including City
23 engineering and inspection fees, all as more particularly set
24 forth in said sewer agreements, which are on file in the Office
25 of the Board of Public Works, and is by reference incorporated
26 herein and made a part hereof, is hereby in all things ratified,
27 confirmed and approved.

28 SECTION 2. That the Developers, and any owner or
29 owners of land, their successors in title and assigns, which
30 is now or may hereafter be located outside the corporate limits
31 of the City of Fort Wayne, Indiana, who taps into the sewer main
32 covered in said Agreements, or any extension thereof, shall be
33 deemed to thereby waive his, her, their or its right to remon-
34 strate against or otherwise object to, interfere with, or oppose
35 any pending or future annexation by said City of Fort Wayne,
Indiana, of such land or territory in which said land is located.

36 SECTION 3. This Ordinance shall be in full force and
37 effect from and after its passage and approval by the Mayor.

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Read the first time in full and on motion by Hinga, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 8/14/73

Charles W. Talarico
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Talarico, and duly adopted, placed on its passage.

Passed (~~LOSE~~) by the following vote:

AYES 9, NAYS 0, ABSTAINED _____, ABSENT _____ to-wit:

BURNS	<u>✓</u>	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____
KRAUS	<u>✓</u>	_____	_____	_____
MOSES	<u>✓</u>	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____

DATE: 8-28-73

Charles W. Talarico
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (~~Resolution~~) No. S-92-73 on the 28th day of August, 1973.

ATTEST: (SEAL)

Charles W. Talarico
CITY CLERK

Winfield C. McCreary Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of August, 1973, at the hour of 10:00 o'clock A. M., E.S.T.

Charles W. Talarico
CITY CLERK

Approved and signed by me this 29th day of August, 1973, at the hour of 4:00 o'clock P. M., E.S.T.

James A. Richard
MAYOR

Bill No. S-73-08-32

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving Contracts with various Contractors, for the
construction of the St. Joseph Interceptor Sewers

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Samuel J. Talarico

Paul M. Burns

William T. Hinga

John Nuckols

James S. Stier

Samuel J. Talarico

Paul M. Burns

DATE 8-28-73 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To Mr. John Logan, Associate City Attorney Date August 16, 1973

From Ron Bonar

Subject St. Joe Interceptor Sewer Contracts Special Ordinance S-73-08-32

COPIES TO:

Dr. Boswell

In reviewing the language of the above ordinance, I note the contractors have been referred to as "developers" and that the ordinance is captioned as approving "agreements with developers" rather than contracts with contractors. This may be a minor irregularity, however, because of State and Federal funds involved I would feel better if it was modified.

Attached are xerox copies of pages 1 and 5 of the ordinance with suggested corrections.



Ron Bonar
BOARD OF PUBLIC WORKS

RB:rs
Attachments

~~Board of Works~~

08-32
BILL NO. S-73-07

Contractors

SPECIAL ORDINANCE NO. S-

AN ORDINANCE approving Agreements with various Developers for the construction of the St. Joseph Interceptor Sewers.

Contractors
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF

FORT WAYNE, INDIANA:

Contractors
SECTION 1. The Sewer Agreements between the following

Contractors
Developers: JOHN DEHNER, INC. dated July 13, 1973; NOBIS-WESTROPP
CONST. dated July 18, 1973; EARTH CONSTRUCTION (2) dated July 18,
1973; BERCOT, INC. dated July 17, 1973; HIPSKIND ASPHALT (3)
dated July 16, 1973 and the CITY OF FORT WAYNE, by and through
its Mayor and Board of Public Works, for the construction of
the Saint Joseph Interceptor Sewers as follows:

JOHN DEHNER, INC.

Beginning at an existing 54 inch sanitary sewer located approximately 145 feet west of the St. Joseph River and at the Northeast corner of Concordia Gardens; thence, Northerly along the West side of the Old Feeder Canal a distance of 380 + feet to a proposed manhole; thence, Northeast in and along the Old Feeder Canal a distance of 1,436 + Lineal Feet to a proposed manhole located approximately 100 feet West of the St. Joseph River; thence, continuing in a Northerly direction along the West side of the St. Joseph River a distance of 3,051 + Lineal Feet to a proposed manhole located 150 + Feet North of the Swift Drain; thence, in an Easterly and Southeasterly direction along the North side of the St. Joseph River a distance of 2,073 + Lineal Feet to a proposed manhole; thence, in an Easterly direction a distance of 3,722 + Lineal Feet to a proposed manhole located approximately 120 feet West of the St. Joseph River; thence, in a Northerly direction along the West side of the said river a distance of 929 + Lineal Feet, terminating at a proposed manhole located approximately 70 feet North of the St. Joseph River and 120 feet South of the Martin Drain.

Said sewer shall be 54 inches in diameter, with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

1
2
3
4 HIPSKIND ASPHALT CORPORATION

5 Beginning at a proposed manhole located approxi-
6 mately 70 feet North of the St. Joseph River and
7 approximately 120 feet South of the Martin Drain;
8 thence, in a Northwesterly direction a distance
9 of 810 + Lineal Feet to a proposed manhole; thence,
10 in a Northerly direction a distance of 3,461 +
11 Lineal Feet, terminating at a proposed manhole lo-
12 cated on the North side of Leo Road and approximately
13 240 feet Southwest of the Martin Drain Bridge
14 culvert.

15 Said sewer shall be 18 and 24 inches in diameter,
16 with all appurtenances to be constructed in ac-
17 cordance with the plans, profiles, special details
18 and specifications now on file in the Office of the
19 Board of Public Works of said City, and shall be
20 used for sanitary purposes only.

21 the cost and expense of construction of said sewer system
22 to be borne approximately 15% by the City of Fort Wayne, Indiana,
23 the remainder to be funded by a Federal ^{and State} Grant, including City
24 engineering and inspection fees, all as more particularly set
25 forth in said ^{Construction Contracts} ~~sewer agreements~~, which are on file in the Office
26 of the Board of Public Works, and is by reference incorporated
27 herein and made a part hereof, is hereby in all things ratified,
28 confirmed and approved.

29 SECTION 2. That the ^{Contractors} ~~Developers~~ and any owner or
30 owners of land, their successors in title and assigns, which
31 is now or may hereafter be located outside the corporate limits
32 of the City of Fort Wayne, Indiana, who taps into the sewer main
33 covered in said ^{Contracts} ~~agreements~~, or any extension thereof, shall be
34 deemed to thereby waive his, her, their or its right to remon-
35 strate against or otherwise object to, interfere with, or oppose
any pending or future annexation by said City of Fort Wayne,
Indiana, of such land or territory in which said land is located.

SECTION 3. This Ordinance shall be in full force and
effect from and after its passage and approval by the Mayor.

Councilman

CONTRACT AND BOND

This Agreement, Made and entered into as of the.....day of

JUL 13 1973

19, by and between

JOHN DEHNER, INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH. That the party of the first part covenants and agrees to construct

Beginning at an existing 54 inch sanitary sewer located approximately 145 feet west of the St. Joseph River and at the Northeast corner of Concordia Gardens; thence, Northerly along the West side of the Old Feeder Canal a distance of 380 ± feet to a proposed manhole; thence, Northeast in and along the Old Feeder Canal a distance of 1,436 ± Lineal Feet to a proposed manhole located approximately 100 feet West of the St. Joseph River; thence, continuing in a Northerly direction along the West side of the St. Joseph River a distance of 3,051 ± Lineal Feet to a proposed manhole located 150 ± feet North of the Swift Drain; thence, in an Easterly and Southeasterly direction along the North side of the St. Joseph River a distance of 2,073 ± Lineal Feet to a proposed manhole; thence, in an Easterly direction a distance of 3,722 ± Lineal Feet to a proposed manhole located approximately 120 feet West of the St. Joseph River; thence, in a Northerly direction along the West side of the said river a distance of 929 ± Lineal Feet, terminating at a proposed manhole located approximately 70 feet North of the St. Joseph River and 120 feet South of the Martin Drain.

Said sewer shall be 54 inches in diameter, with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

	dollars and seventy eight cents each	11,827.78
Crushed Stone Bedding	Eight Dollars S.Y.	8.00
Seeding & Mulch	Ninety cents S.Y.	.90

The said party of the first part expressly agrees to make the improvements herein specified in strict

accordance with the provisions of SANITARY SEWER Improvement Resolution No. 266 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 350 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this.....

day of JUL 13 1973 19

JOHN DEHNER, INC.

BY: *John Dehner*

ITS: PRESIDENT

Contractor, party of the first part.

This contract approved by us this.....

day of.....19

BOARD OF PUBLIC WORKS,
Party of the second part.

David H. Roberts
Mayor

APPROVED AS TO FORM AND LEGALITY

John Dehner
CITY ATTORNEY

CONTRACT AND BOND

This Agreement, Made and entered into as of the day of

JUL 13 1973

to

by and between

for the Following Prices

30" Concrete/Storm Sewer	Thirty five dollars and fifty four cents l.f.	35.54
54" R.C. Pipe Sewer Cl.II,III,IV & V	Sixty three dollars and forty six cents l.f.	63.46
Stand. Conc. Manhole Ty.II 84"	Two thousand four hundred nine dollars and thirty seven cents each	2,409.37
Stand. Conc. Manhole Ty.II 96"	Two thousand one hundred sixty nine dollars and eighty six cents each	2,169.86
Siphon Str. @ 6+60 to 7+20 Complete and in place	Eighteen thousand four hundred sixty six dollars and twenty two cents each	18,466.22
Rip-Rap	Fourteen dollars and twenty five cents S.Y.	14.25
Drainage Str. @ Swift Dr. @ 46+20	Eleven thousand eight hundred twenty seven dollars and seventy eight cents each	11,827.78
Crushed Stone Bedding	Eight Dollars S.Y.	8.00
Seeding & Mulch	Ninety cents S.Y.	.90

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of SANITARY SEWER Improvement Resolution No. 266 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 350 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this.....

day of JUL 13 1973 19

JOHN DEHNER, INC.

BY: John Dehner

PRESIDENT

ITS:

Contractor, party of the first part.

This contract approved by us this.....

day of 19

BOARD OF PUBLIC WORKS,
Party of the second part.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

Mayor

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we

JOHN DEHNER, INC.

as principal and UNITED STATES FIDELITY AND GUARANTY CO.

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHT HUNDRED AND TWENTY, THREE THIRTY SEVEN THOUSAND FIVE HUNDRED SEVENTY FIVE DOLLARS CENTS (\$ 837,575.23---)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the Including the payment of vendors, suppliers & sub-contractors bills day of , with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of Three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 13 day of July 19 73

JOHN DEHNER, INC.

(SEAL)

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: *John Dehner* PRESIDENT (SEAL)
UNITED STATES FIDELITY & GUARANTY

BY:

BY: *Ronald Shirley* (SEAL)
Attorney-in-fact

(SEAL)

Approved this day of 19

Board of Public Works.

Completed in City Engineering Office
July 9, 1973

The contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes Volume IV).(Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference..

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we -----

-----JOHN DEHNER, INC.-----

Contractors

as principal and -----UNITED STATES FIDELITY AND GUARANTY CO.-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHT HUNDRED
AND TWENTY
THIRTY SEVEN THOUSAND FIVE HUNDRED SEVENTY FIVE DOLLARS THREE CENTS (\$837,575.23)-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said-----

-----JOHN DEHNER, INC.-----

did on the 13 day of July, 1973 enter into a contract with the City
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and
along -----

(SEE DESCRIPTION PAGE 1)

according to certain plans and specifications, and also warranting and guaranteeing the work, material and
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said-----JOHN DEHNER, INC.-----

-----shall faithfully perform and fulfill all the requirements of said war-
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 13 day of July 19 73

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: 

JOHN DEHNER, INC.

(SEAL)

BY: 

PRESIDENT

UNITED STATES FIDELITY & GUARANTY

(SEAL)

BY: 

(SEAL)

Attorney-in-fact

Approved this day of 19


Board of Public Works.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 81064

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse**

of the City of **Fort Wayne**, State of **Indiana**,
its true and lawful attorney **S** in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~executed~~ anyone of the said **C. H. Yaste** and the said **Arthur C. Frericks** and the said **Donald T. Belbutowski** and the said **Gerald A. Dahle** and the said **Fred S. Rye** and the said **Leonard Shirley** and the said **Josephine E. Stackhouse**

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **24th** day of **April**, A. D. 19 **70**

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) **By..... Karl H. Doerre**
Vice-President.

(SEAL)

(Signed) **J. E. Dallam**
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this **24th** day of **April**, A. D. 19 **70**, before me personally came **Karl H. Doerre**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **J. E. Dallam**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said **Karl H. Doerre** and **J. E. Dallam** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.
My commission expires the first day in July, A. D. 19 **70**....

(SEAL) (Signed) **Herbert J. Aull**
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sct.

I, **Robert H. Bouse**, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Herbert J. Aull**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this **24th** day of **April**, A. D. 19 **70**

(SEAL) (Signed) **Robert H. Bouse**
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

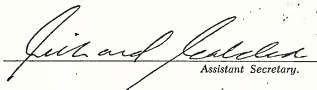
C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) July 13, 1973


Assistant Secretary.

CONTRACT AND BOND

This Agreement, Made and entered into as of the 18th day of

July 19 73, by and between

NOBIS WESTROPP CONSTRUCTION CO., INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

Beginning at a proposed manhole located approximately 70 feet North of the St. Joseph River and 120 feet South of the Martin Drain; thence, in a Northeasterly direction along the North side of the St. Joseph River a distance of 4,194 ± Lineal Feet, terminating at a proposed manhole located approximately 175 feet Northwest of the St. Joseph River and approximately 2,500 feet Northeast of Mayhew Road.

Said sewer shall be 48 inches in diameter, with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City.

for the Following Prices

48" Concrete Pipe Sewer Cl. II & III	Thirty seven dollars and fifty cents per l.f.	37.50
Std. Conc. Manhole Type II-72" One	One thousand three hundred fifty dollars Ea.	1,350.00
48" Conc. Pipe Cl. II (Under Ditch)	Forty Dollars per l.f.	40.00
Magnetic Flowmeter & Chamber-Complete and in place	Twelve Thousand five hundred dollars Ea.	12,500.00
Crushed Stone Bedding	Eight dollars per c.y.	8.00
Hydro Seeding	Fifty cents per s.y.	.50

The said party of the first part expressly agrees to make the improvements herein specified in strict

accordance with the provisions of SANITARY SEWER Improvement Resolution No. 267-MODIFIED and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 350 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 18th

day of July 19 73

NOBIS WESTROPP CONST.CO., INC.

BY: William M. Nobis

ITS: President

Contractor, party of the first part.

This contract approved by us this

day of 19

BOARD OF PUBLIC WORKS,
Party of the second part.

Mayor

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

-----NOBIS WESTROPP CONSTRUCTION CO., INC.-----

as principal and -----FIDELITY AND DEPOSIT COMPANY OF MARYLAND-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED
EIGHT NINE THOUSAND EIGHT HUNDRED TWENTY FIVE DOLLARS----- (\$ 189,825.00---)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the _____ Including the payment of vendors, suppliers & sub-acontractors bills day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of ^{One (1)} ~~Three (3)~~ years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 17th day of July 19 73

NOBIS WESTROPP CONST., CO., INC. (SEAL)

BY: William M. Nobis (SEAL)

ITS: President (SEAL)
Fidelity and Deposit Company of Maryland

Ronald L. Coffey (SEAL)
Attorney-in-Fact

Approved this _____ day of _____ 19 _____

Ronald L. Broun

Board of Public Works.

Completed in City Engineering Office
July 11, 1973

The contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

GUARANTY BOND

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-----NOBIS WESTROPP CONSTRUCTION CO., INC.-----

Contractors

as principal and -----FIDELITY AND DEPOSIT COMPANY OF MARYLAND-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED

EIGHTY NINE THOUSAND EIGHT HUNDRED TWENTY FIVE DOLLARS----- (\$ 189,825.00---)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said -----

-----NOBIS WESTROPP CONSTRUCTION CO., INC.-----

did on the ----- day of ----- enter into a contract with the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and along -----

(SEE DESCRIPTION PAGE 1)

according to certain plans and specifications, and also warranting and guaranteeing the work, material and conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said -----NOBIS WESTROPP CONSTRUCTION CO., INC.-----

----- shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 17th day of July 19 73

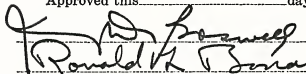
NOBIS WESTROPP CONST., CO., INC. (SEAL)

BY: William M. Nobis (SEAL)

ITS President (SEAL)
Fidelity and Deposit Company of Maryland

Ronald K. Effer 1973 Attorney-in-Fact

Approved this ----- day of -----


Ronald K. Effer

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., 19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., 19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

Board of Public Works.

No. 19
CONTRACT AND BOND
of

for

Amount of Bond

Approved: Dollars

Board of Public Works.

Recorded in Contract Record Book No.

Page Recorded in Imp. Res.

Record Book No. Page

Improvement Resolution No. 19

Cost per lineal foot \$

Assessment Roll Approved

Final Estimate Approved

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by JOHN C. GARDNER, Vice-President, and C. M. PECOT, JR., Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Gerald Clancy, Bernice Chaffin, Edward B. Rice, Velda B. Thompson and Walter E. Boose, all of Fort Wayne, Indiana, EACH.....
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes those issued on behalf of Walter H. Lupke, Jr., et al, dated August 10, 1972 and on behalf of Walter H. Lupke, Jr., et al, dated January 17, 1973.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th.....day of.....February....., A.D. 1973.....

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SIGNED)

C. M. PECOT, JR.

By.....

JOHN C. GARDNER.....

(SEAL)

Assistant Secretary

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

} ss:

On this 16th day of February, A.D. 1973, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED)

GLORIA J. COLEMAN.....

(SEAL)

Notary Public Commission Expires July 1, 1974

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 17th.....day of.....July....., 1973.....

Assistant Secretary

CONTRACT AND BOND

This Agreement, Made and entered into as of the.....day of

19, by and between

-----EARTH CONSTRUCTION AND ENGINEERING, INC.-----

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct --

Beginning at a proposed manhole located approximately 380 feet North of Concordia Gardens and 50 feet West of the Old Feeder Canal; thence, in a Westerly and Northwesterly direction along the South side of Beckett's Run Ditch a distance of 3,279 ± Lineal Feet to a proposed manhole located on the West side of Leo Road and approximately 45 feet South of the Beckett's Run Bridge; thence, in a Northwest direction a distance of 1,117 ± Lineal Feet to a proposed manhole located approximately 400 feet West of Interstate 69; thence, North along the East side of Beckett's Run Ditch a distance of 1,388 ± Lineal Feet to a proposed manhole; thence, West along the North side of said ditch a distance of 515 ± Lineal Feet to a proposed manhole; thence, North along the East side of said ditch a distance of 2,075 ± Lineal Feet to a proposed manhole; thence, Northwest a distance of 328 ± Lineal Feet to a proposed manhole located on the East side of Old Auburn Road and approximately 300 feet South of Wallen Road (East of Old Auburn Road); thence, North along Old Auburn Road a distance of 525 ± Lineal Feet to a proposed manhole located approximately 210 feet North of Wallen Road; thence, West a distance of 243 ± Lineal Feet to a proposed manhole; thence, in a Northwesterly direction along the Northerly side of Beckett's Run Ditch a distance of 4,031 ± Lineal Feet, terminating at a proposed manhole located on the East side of S.R. #327 and approximately 50 feet North of Beckett's Run Ditch.

Said sewer shall be 27, 30 and 36 inches in diameter, with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

Field Office Complete

Three Thousand Dollars Each

10.00
3,000.00

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of SANITARY SEWER Improvement Resolution No. 271 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 350 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this

day of19

EARTH CONST.,* ENG., INC.

BY:

ITS:

Contractor, party of the first part.

This contract approved by us thisday of19

BOARD OF PUBLIC WORKS,
Party of the second part.

APPROVED AS TO LEGALITY

CITY ATTORNEY

Mayor

CONTRACT AND BOND

This Agreement, Made and entered into as of the.....day of

19....., by and between

-----EARTH CONSTRUCTION AND ENGINEERING, INC.-----

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal

for the Following Prices

27" Concrete Pipe Sewer Cl. III & IV	Thirty Six Dollars and Thirty Cents L.F.	36.30
30" Concrete Pipe Sewer Cl. III	Thirty Nine Dollars L.F.	39.00
36" Concrete Pipe Sewer Cl. III	Forty Four Dollars and Thirty Cents L.F.	44.30
Standard Concrete Manhole 48" Type IV	Seven Hundred Forty Dollars each	740.00
Asphalt Pavement over Stone Base	Six Dollars and Fifty Cents S.Y.	6.50
Crushed Stone Pavement	Two Dollars and Fifty Cents S.Y.	2.50
Bankrun Gravel Backfill	Five Dollars C.Y.	5.00
Conc. Manhole 60" Type II	One Thousand Two Hundred Dollars each	1,200.00
36" RCP in Liner (Boring or Tunnel)	Two Hundred Eighty Dollars L.F.	280.00
Chip & seal	Three Dollars S.Y.	3.00
Seeding & Mulch	Sixty cents S.Y.	.60
Crushed Stone Bedding	Ten Dollars C.Y.	10.00
Field Office Complete	Three Thousand Dollars Each	3,000.00

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of SANITARY SEWER Improvement Resolution No. 271 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 350 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this.....

day of.....19.....

EARTH CONST., & ENG., INC.

BY: *Carl Longhead*

ITS: *President*

Contractor, party of the first part.

This contract approved by us this.....day of.....19.....

BOARD OF PUBLIC WORKS,
Party of the second part.

APPROVED AS TO LEGALITY

CITY ATTORNEY

Lee H. Reed
Mayor

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we

EARTH CONSTRUCTION AND ENGINEERING, INC.

as principal and GREAT AMERICAN INSURANCE COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIX HUNDRED TWENTY SEVEN THOUSAND NINE HUNDRED EIGHTY SIX DOLLARS AND NINETY CENTS (\$ 627,986.90---) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the Including the payment of vendors, suppliers & sub-contractors bills day of , with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of Three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this day of 19

GREAT AMERICAN INSURANCE COMPANY

EARTH CONST., & ENG., INC. (SEAL)

BY: Fred L. Tagtmeyer, Attorney-in-fact

BY: (SEAL)

ITS: President (SEAL)

(SEAL)

Approved this day of 19

Board of Public Works.

Completed in City Engineering Office
July 11, 1973

The contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes Volume IV).(Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we -----

-----EARTH CONSTRUCTION AND ENGINEERING, INC.----- Contractors
as principal and -----GREAT AMERICAN INSURANCE COMPANY-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIX HUNDRED
AND NINETY
TWENTY SEVEN THOUSAND NINE HUNDRED EIGHTY SIX DOLLARS CENTS (\$ 627,986.90---)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said -----

-----EARTH CONSTRUCTION AND ENGINEERING, INC.-----
did on the _____ day of _____ enter into a contract with the City
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and
along _____
(SEE DESCRIPTION PAGE 1)

according to certain plans and specifications, and also warranting and guaranteeing the work, material and
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said -----EARTH CONSTRUCTION AND ENGINEERING, INC.-----

----- shall faithfully perform and fulfill all the requirements of said war-
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this _____ day of _____ 19 _____

GREAT AMERICAN INSURANCE COMPANY

BY: 

Fred L. Tagtmeyer, Attorney-in-fact

EARTH CONS., & ENG., INC.

(SEAL)

BY: 

(SEAL)

ITS: 

(SEAL)

Approved this _____

day of _____

19 _____


Board of Public Works.

GREAT AMERICAN INSURANCE COMPANY

The number of persons authorized
by this power of attorney is not
more than **SEVEN**

New York, New York

No. O- 8447

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact or attorneys-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship or other written obligation in the nature thereof: provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
LOUIS H. ANDREWS	ALL OF	ALL
GEORGE A. HANNIN, III	FORT WAYNE, INDIANA	UNLIMITED
GERALD C. KRAMER		
GERALD C. KRAMER, JR.		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 6 day of April, 1973.

Attest:

GREAT AMERICAN INSURANCE COMPANY

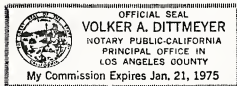


Volker A. Dittmeyer
Secretary

John W. Hirschmann
Vice President

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES — ss:

On this 6th day of April, 1973, before me personally appeared JOHN W. HIRSCHMANN, to me known, being duly sworn, deposes and says that he resided in Pasadena, California, that he is the Vice President of the Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Volker A. Dittmeyer

This Power of Attorney is granted under and by authority of Article IV of the By-Laws of the Company, extracts of which read as follows:

ARTICLE IV.

Officers: Powers and Duties.

Section 4. . . The President. . . shall also have power and authority, from time to time, to appoint and fix the compensation of one or more attorneys-in-fact, to prescribe their respective duties and the respective limits of their authority and to revoke any such appointment, at any time, in his discretion.

Section 5. . . the several Vice Presidents. . . shall act, in the order of their appointment, in the place of the President exercising all his powers and performing his duties, during his absence or disability.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of the Great American Insurance Company at a meeting duly called and held on the 16th day of September, 1970.

RESOLVED, that the Company seal and the signature of any officer authorized by the By-Laws may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship or other written obligation in the nature thereof, such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, W. C. BECK, Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney, the above quoted abstracts of Sections 4 and 5 of Article IV of the By-Laws, and the Resolution of the Board of Directors of September 16, 1970, have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of July

19 73

W. C. Beck
Secretary



S-1029 (3/72)

CONTRACT AND BOND

This Agreement, Made and entered into as of the.....17th.....day of

July, 19 73, by and between -----

-----BERCOT, INC.-----

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

Beginning at a proposed manhole located on the East side of S.R. #327 and approximately 50 feet North of Beckett's Run Ditch; thence, Northwest a distance of 1,032 ± Lineal Feet to a proposed manhole located at the Northeast corner of Lot #5 in Feichter's Subdivision; thence, West a distance of 1,533 ± Lineal Feet to a proposed manhole; thence, in a Northwesterly direction a distance of 808 ± Lineal Feet to a proposed manhole; thence, in a Westerly direction a distance of 1,715 ± Lineal Feet to a proposed manhole located on the West side of the old New York Central Railroad line and approximately 1,250 feet North of Till Road; thence, South along said railroad a distance of 445 ± Lineal Feet to a proposed manhole; thence, West along the South side of Beckett's Run Ditch a distance of 1,351 ± Lineal Feet to a proposed manhole; thence, South along the West side of said ditch a distance of 530 ± Lineal Feet to a proposed manhole; thence, West along the North side of Beckett's Run Ditch a distance of 1,665 ± Lineal Feet to a proposed manhole located approximately 100 feet North of Till Road; thence, in a Northerly direction 3,336 ± Lineal Feet along the East side of an existing drainage ditch to a proposed manhole located approximately 220 feet South Of Dupont Road and approximately 2,200 feet East of S.R. #3; thence, in a Northwesterly direction along the Northerly side of an existing drainage ditch a distance of 3,675 ± Lineal Feet terminating at a proposed manhole located on the West side of S.R. #3 and approximately 50 feet North of the Randert Drain.

Said sewer shall be 21, 24, and 27 inches in diameter, with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

27" AC Pipe Sewer Cl. 3300

Twenty dollars and seventy five cents per l.f. 20.75

The said party of the first part expressly agrees to make the improvements herein specified in strict

accordance with the provisions of SANITARY SEWER Improvement Resolution No. 272 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 350 days after the

date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 17th

July 19 73
day of

BERCOT, INC.

BY: *Alfred Berst*

ITS: *Secretary - Treasurer*

Contractor, party of the first part.

This contract approved by us this _____ day of _____ 19 ____

BOARD OF PUBLIC WORKS.
Party of the second part.

Mayor

CONTRACT AND BOND

This Agreement, Made and entered into as of the.....17th.....day of

July, 19 73, by and between -----

-----BERCOT, INC.-----

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereto.

construct

for the Following Prices

Standard Concrete Manhole 48" Type IV	Six hundred fifty six dollars ea.	656.00
Crushed Stone Pavement	Three dollars and five cents per s.y.	3.05
Bankrun Gravel Backfill	Four dollars and twenty eight cents per c.y.	4.28
Chip & Seal	Three dollars and forty cents per s.y.	3.40
21" RCP in Liner (Boring)	Ninety nine dollars per l.f.	99.00
27" RCP in Liner (Boring)	One hundred thirty two dollars per l.f.	132.00
Seeding & Mulch	One dollar per s.y.	1.00
Crushed Stone Bedding	Ten dollars and forty cents per c.y.	10.40
21" AC Pipe Sewer Cl. 3300, 4000 & 5000	Twenty dollars and ten cents per l.f.	20.10
24" AC Pipe Sewer Cl. 3300, 4000 & 5000	Twenty one dollars and ninety cents per l.f.	21.90
27" AC Pipe Sewer Cl. 3300	Twenty dollars and seventy five cents per l.f.	20.75

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of SANITARY SEWER Improvement Resolution No. 272 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 350 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 17th day of July 19 73

BERCOT, INC.

BY: *[Signature]*

ITS: *[Signature]*

Contractor, party of the first part.

This contract approved by us this _____ day of _____ 19 _____

BOARD OF PUBLIC WORKS.
Party of the second part.

APPROVED AS TO FORM AND LEGALITY

Mayor

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

BERCOT, INC.,

as principal and GENERAL INSURANCE COMPANY OF AMERICA

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THREE HUNDRED EIGHTY SIX THOUSAND THREE HUNDRED THIRTY EIGHT AND TWENTY CENTS (\$ 386,338.20)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

Including the payment of vendors, suppliers & sub-contractors bill

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully

fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of Three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 17th day of July 19 73

BERCOT, INC.

(SEAL)

General Insurance Company of America

BY:

(SEAL)

By

ITS:

(SEAL)

Attorney-in-fact

(SEAL)

Approved this _____ day of _____ 19 _____

Board of Public Works.

pleted in City Engineering Office
ly 12, 1973

contractor will furnish immediately a certificate from the Industrial Board of the State Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, revised March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, c 545, being Section 9459 of Burns Annotated Statutes Volume IV). (Section 40-1214 Burns annotated 1952 Revision - Volume VIII).

copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

BERCOT, INC. Contractors
as principal and GENERAL INSURANCE COMPANY OF AMERICA _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THREE HUNDRED
EIGHTY SIX THOUSAND THREE HUNDRED THIRTY EIGHT AND TWENTY CENTS---- (\$386,338.20----)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said _____

did on the _____ day of _____ enter into a contract with the City
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and
along _____

(See description Page 1)

according to certain plans and specifications, and also warranting and guaranteeing the work, material and
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said _____ BERCOT, INC. _____

_____ shall faithfully perform and fulfill all the requirements of said war-
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 17th day of July 19 73

General Insurance Company of America BERCOT, INC. (SEAL)

BY: B. Deane Bercot (SEAL)

By J. H. Montoy / Huff ITS: Secretary (SEAL)
Attorney-in-fact

Approved this _____ day of _____ 19 _____

Ronald K. Bernal

Board of Public Works.



POWER OF ATTORNEY

No. 2388

KNOW ALL MEN BY THESE PRESENTS:

That General Insurance Company of America and Safeco Insurance Company of America, each a Washington corporation, does each hereby appoint

-----H. STANLEY HUFF, JR.; DONALD F. CAMPBELL, Fort Wayne, Indiana-----

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, General Insurance Company of America and Safeco Insurance Company of America have each executed and attested these presents

this 3 day of August, 1972

W.D. Hammersla
W.D. HAMMERSLA, SECRETARY

Gordon H. Sweeney
GORDON H. SWEENEY, PRESIDENT

CERTIFICATE

Extract from Article VI, Section 12, of the By-Laws of General Insurance Company of America and of SAFECO Insurance Company of America:

"Article VI, Section 12, — FIDELITY AND SURETY BONDS . . . the President, any Vice President, and the Secretary shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of General Insurance Company of America and of SAFECO Insurance Company of America adopted July 28, 1970:

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article VI, Section 12 of the By-Laws, and
 - (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
 - (iii) Certifying that said power-of-attorney appointment is in full force and effect,
- the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Wm. Hammersla, Vice President and Secretary of General Insurance Company of America and of SAFECO Insurance Company of America, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power-of-Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power-of-Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 17th day of July, 1973



W.D. Hammersla
W.D. HAMMERSLA, SECRETARY

CONTRACT AND BOND

This Agreement, Made and entered into as of the.....day of

19....., by and between

HIPSKIND ASPHALT CORPORATION

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

Beginning at a proposed manhole located on the West side of State Road #3 and approximately 50 feet North of the Rahdert Drain; thence, in a Northwesterly direction along the Northerly side of the Rahdert Drain a distance of 1,487 Lineal Feet to a proposed manhole located on the South side of Carroll Road, and approximately 1,100 feet West of State Road #3; thence, West along the South side of Carroll Road a distance of 695 ± Lineal Feet to a proposed manhole located on the South side of Carroll Road and approximately 540 feet East of the G.R. & T. Railroad tracks; thence, North a distance of 1,355 ± Lineal Feet, terminating at a proposed manhole located near the existing Irene Byron - County Home Treatment Plant. Said sewer shall be 8, 12, 18 and 21 inches in diameter, with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

for the Following Prices

8" Pipe Sewer & 6" VCP - C-200	Ten dollars per l.f.	10.00
Standard Concrete Manhole 48" Type IV	Eight hundred forty five dollars each	845.00
Standard Concrete Inlet 30"	Three hundred dollars each	300.00
Asphalt Pavement over Stone Base	Ten Dollars per s.y.	10.00
Crushed Stone Pavement	Three Dollars per s.y.	3.00
Bankrun Gravel Backfill	Four dollars and fifty cents per c.y.	4.50
Seeding & Mulch	Fifty Cents per s.y.	.50
Flow Meter Complete & In Place	Six thousand five hundred dollars each	6,500.00
12" CMP	Six dollars per l.f.	6.00
Crushed Stone Bedding	Eight dollars per c.y.	8.00
Sheeting & Bracing	One dollar per s.f.	1.00
12" AC Pipe Sewer, Cl. 4000	Seventeen dollars and fifty cents per l.f.	17.50
18" AC Pipe Sewer Cl. 4000, 5000	Twenty two dollars and seventy cents per l.f.	22.70
21" AC Pipe Sewer, Cl. 5000	Twenty five dollars and twenty cents per l.f.	25.20

The said party of the first part expressly agrees to make the improvements herein specified in strict

accordance with the provisions of SANITARY SEWER Improvement Resolution No. 273 - MODIFIED and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 350 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this

day of.....19.....

HIPSKIND ASPHALT CORPORATION

BY: David L. Hipkind

ITS: TREAS.

Contractor, party of the first part.

This contract approved by us this

day of.....19.....

BOARD OF PUBLIC WORKS,
Party of the second part.

APPROVED AS TO FORM AND LEGALITY

Mayor

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we -----

-----HIPSKind ASPHALT CORPORATION-----

as principal and -----TRINITY UNIVERSAL INSURANCE COMPANY OF DALLAS, TEXAS-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED

SEVENTY SIX THOUSAND SIX HUNDRED NINETY FOUR DOLLARS AND FIFTY CENTS (\$176,694.50)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the -----

Including the payment of vendors, suppliers and sub-contractors' bills
day of -----, with the City of Fort Wayne, Indiana, and shall faithfully
fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the
sewer as to the workmanship, material and conditions for the period of Three (3) years, according to
the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and
remain in full force and virtue in law and in the event the said City shall extend the time for the com-
pletion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this ----- day of ----- 19 -----

-----HIPSKind ASPHALT CORPORATION----- (SEAL)

BY: David L. Hipskind (SEAL)

ITS: Trust (SEAL)

----- (SEAL)

Approved this ----- day of ----- 19 -----

Ronald L. Bouch

Board of Public Works.

Completed in City Engineering Office
July 11, 1973

The contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we -----

-----HIPSKIND ASPHALT CORPORATION-----

Contractors

as principal and -----TRINITY UNIVERSAL INSURANCE COMPANY OF DALLAS, TEXAS-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED
SEVENTY SIX THOUSAND SIX HUNDRED NINETY FOUR DOLLARS AND FIFTY CENTS (\$ 176,694.50)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said -----

-----HIPSKIND ASPHALT CORPORATION-----

did on the ----- day of ----- enter into a contract with the City
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and
along (SEE DESCRIPTION PAGE 1)

according to certain plans and specifications, and also warranting and guaranteeing the work, material and
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said -----HIPSKIND ASPHALT CORPORATION-----

----- shall faithfully perform and fulfill all the requirements of said war-
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this ----- day of ----- 19 -----

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: *David S. Hipskind* (SEAL)

ITS: *Treas.* (SEAL)

(SEE BOND ATTACHED)

Approved this ----- day of ----- 19 -----

Ronald L. Boman

Board of Public Works.

PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Hipskind Asphalt Corporation and City of Fort Wayne, as Principal, and the Trinity Universal Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana municipal corporation in the sum of \$50,806.⁴⁰/₁₀₀ for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the foregoing obligation is such that

WHEREAS, the Principal has applied for authority to construct or cause to be constructed storm and sanitary sewer mains to become part of the City's sewer system, which said sewers are to be built and constructed according to plans and specifications approved by City, and Known as St. Joe Interceptor Sewer. Resolution #273, #276 and #277.

WHEREAS, the grant of authority by City to so construct such sewers provides:

1. That said sewers shall be completed according to said plans and specifications, and there shall be filed with the City, within thirty (30) days after completion, a completion affidavit.
2. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and
3. To agree to maintain said sewers for a period of one (1) year following written acceptance by the City of said sewers.

NOW, THEREFORE, if the Principal shall perform all of the terms and conditions required of it by the consent to cause said sewers to become part of the City sewer systems, and shall for

one (1) year after acceptance of said sewers by City maintain said sewers and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

BY: David L. Hipkind

HIPSKIND ASPHALT CORPORATION

BY: Terrence J. Ward

TRINITY UNIVERSAL INSURANCE CO.

BY: Cynthia Lee Hargis
Attorney-in-Fact

Signed and sealed this
16th day of July, 1973.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

"Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of attorney may be restricted, to be in each instance specified in such Power of Attorney."

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized. does hereby nominate, constitute and appoint:

CYNTHIA LEE HARZ - FT. WAYNE, INDIANA

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all contract bonds provided the penal sum of no one bond exceeds ONE MILLION AND NO/100-----(\$1,000,000.00) DOLLARS for Hipskind Asphalt Corporation of Fort Wayne, Indiana in connection with contracts entered into.

Also bid or proposal bonds provided the amount of the estimated contract is not in excess of ONE MILLION AND NO/100-----(\$1,000,000.00) DOLLARS for Hipskind Asphalt Corporation of Fort Wayne, Indiana.

No authority is extended for the execution of Open Penalty Bonds or any bonds without a fixed penal sum.

And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly executed by its proper officer this 17th day of October, 19 72.

Attest:

Lewis B. Holland, Secretary
(SEAL)

TRINITY UNIVERSAL INSURANCE COMPANY

By:

R. M. McWhirter,
Title: Vice President

State of Texas ss:
County of Dallas

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 17th day of October, 19 72.
(SEAL)

My commission expires June 1, 1973

C. E. Cason, Jr.

Notary Public

I, the undersigned, _____ Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this _____ day of _____, 19 ____.

(Seal)

Secretary

CERTIFIED COPY OF POWER OF ATTORNEY
SEE CERTIFICATION

CONTRACT AND BOND

This Agreement, Made and entered into as of the day of

19, by and between

.....EARTH CONSTRUCTION & ENGINEER, INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereto.

WITNESSETH, That the party of the first part covenants and agrees to construct

Beginning at a proposed manhole located approximately 150 feet North of the Swift Drain and approximately 300 feet Northwest of the St. Joseph River; thence, in a Northwesterly direction along the Northerly side of Swift Drain a distance of 2,160 ± Lineal Feet to a proposed manhole located on the Westside of Leo Road and approximately 45 feet North of Swift Drain; thence, in a Northwesterly and Northerly direction a distance of 895 ± Lineal Feet to a proposed manhole located on the East side of Interstate 69 and approximately 470 feet North of Wallen Road; thence, West 250 ± Lineal Feet to a proposed manhole located on the West side of Interstate 69; thence, Northerly a distance of 5,130 ± Lineal Feet, terminating at a proposed manhole located on the North side of Dupont Road and approximately 825 feet West of Interstate 69.

Branch Line A:

Beginning at a proposed manhole located approximately 180 feet West of Interstate 69; thence, East a distance of 785 ± Lineal Feet, terminating at a proposed manhole located approximately 1,240 feet South of Dupont Road and approximately 380 feet East of Interstate 69.

Said sewer shall be 12 and 24 inches in diameter, with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

Bankrun Gravel Backfill	Five dollars per c.y.	5.00
12" RCP In Liner	One hundred forty dollars per l.f.	140.00
24" RCP In Liner	One hundred seventy dollars per l.f.	170.00
Seeding & Mulch	Sixty cents per s.y.	.60
Std. 48" Drop Manhole Type IV	One thousand three hundred eighty dollars ea.l.	1,380.00
Crushed Stone Bedding	Ten dollars per c.y.	10.00
Concrete Cradle	Fifty dollars per c.y.	50.00
Sheeting & Bracing	one dollar and ten cents per s.f.	1.10
Field Office Complete	Three thousand dollars ea.	3,000.00

The said party of the first part expressly agrees to make the improvements herein specified in strict

accordance with the provisions of Sanitary Sewer Improvement Resolution No. 275 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 350 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this.....

day of 19

EARTH CONSTRUCTION & ENGINEER, INC.

BY: *Carl Fughead*

ITS: *President*

Contractor, party of the first part.

This contract approved by us this day of 19

BOARD OF PUBLIC WORKS,
Party of the second part.

Sam H. Bond
Mayor

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

CONTRACT AND BOND

This Agreement, Made and entered into as of the.....day of

19____, by and between _____

-----EARTH CONSTRUCTION & ENGINEER, INC.-----

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

-----do and agrees to construct-----

for the Following Prices

12" Pipe Sewer RCP Cl. IV
24" Concrete Pipe Sewer RCP Cl. III IV
Standard Concrete Manhole 48" Type IV
Concrete Ditch Spillway
Asphalt Pavement over Stone Base
Crushed Stone Pavement
Bankrun Gravel Backfill
12" RCP In Liner
24" RCP In Liner
Seeding & Mulch
Std. 48" Drop Manhole Type IV
Crushed Stone Bedding
Concrete Cradle
Sheeting & Bracing
Field Office Complete

Sixteen dollars and forty cents per l.f.	16.40
Twenty-five dollars and forty cents per l.f.	25.40
Six hundred sixty dollars ea.	660.00
Twenty dollars per s.y.	20.00
Six dollars and fifty cents per s.y.	6.50
Two dollars and fifty cents per s.y.	2.50
Five dollars per c.y.	5.00
One hundred forty dollars per l.f.	140.00
One hundred seventy dollars per l.f.	170.00
Sixty cents per s.y.	.60
One thousand three hundred eighty dollars ea.	1,380.00
Ten dollars per c.y.	10.00
Fifty dollars per c.y.	50.00
one dollar and ten cents per s.f.	1.10
Three thousand dollars ea.	3,000.00

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of Sanitary Sewer Improvement Resolution No. 275 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 350 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this _____ day of _____ 19____

EARTH CONSTRUCTION & ENGINEER, INC.

BY: Carl Fughead

ITS: President

Contractor, party of the first part.

This contract approved by us this _____ day of _____ 19____

BOARD OF PUBLIC WORKS,
Party of the second part.

Sam H. Leland Mayor

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

EARTH CONSTRUCTION & ENGINEER, INC.

as principal and GREAT AMERICAN INSURANCE COMPANY _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THREE HUNDRED SIXTY THOUSANDS FOUR HUNDRED THIRTY-TWO DOLLARS AND NO CENTS-----(\$ 360,432.00---) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____ Including the payment of vendors, suppliers & sub-contractors bills day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of Three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this _____ day of _____ 19 _____

GREAT AMERICAN INSURANCE COMPANY

BY: Fred L. Tagtmeyer
Fred L. Tagtmeyer, Attorney-in-fact

EARTH CONSTRUCTION & ENGINEER, INC. (SEAL)

BY: Carl H. Hughes (SEAL)

ITS: President (SEAL)

(SEAL)

Approved this _____ day of _____ 19 _____

Ronald K. Brown

Board of Public Works.

Completed in City Engineering Office
July 12, 1973

The Contractor will furnish immediately a certificate from the Industrial Board of the state of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we

EARTH CONSTRUCTION & ENGINEER, INC.

Contractors

as principal and GREAT AMERICAN INSURANCE COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THREE HUNDRED SIXTY THOUSANDS FOUR HUNDRED THIRTY-TWO DOLLARS AND NO CENTS (\$ 360,432.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said

EARTH CONSTRUCTION & ENGINEER, INC.

did on the _____ day of _____ enter into a contract with the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and along _____

(See description Page 1)

according to certain plans and specifications, and also warranting and guaranteeing the work, material and conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said EARTH CONSTRUCTION & ENGINEER, INC.

shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this _____ day of _____ 19 _____

GREAT AMERICAN INSURANCE COMPANY

BY: Fred L. Tagtmeyer

Fred L. Tagtmeyer, Attorney-in-fact

EARTH CONSTRUCTION & ENGINEER, INC. (SEAL)

BY: Carl Longhead

(SEAL)

ITS: President

(SEAL)

Approved this _____ day of _____ 19 _____

Ronald L. Brown

Board of Public Works.

GREAT AMERICAN INSURANCE COMPANY

The number of persons authorized
by this power of attorney is not
more than **SEVEN**

New York, New York

No. O - 8447

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact or attorneys-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship or other written obligation in the nature thereof: provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
LOUIS H. ANDREWS	ALL OF	ALL
GEORGE A. HANNIN, III	FORT WAYNE, INDIANA	UNLIMITED
GERALD C. KRAMER		
GERALD C. KRAMER, JR.		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **6** day of **April**, 1973.

Attest:

GREAT AMERICAN INSURANCE COMPANY

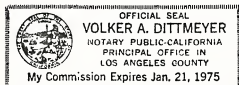


W. C. Beck
Secretary

John W. Hirschmann
Vice President

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES - ss:

On this **6th** day of **April, 1973**, before me personally appeared JOHN W. HIRSCHMANN, to me known, being duly sworn, deposes and says that he resided in Pasadena, California, that he is the Vice President of the Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Volker A. Dittmeyer

This Power of Attorney is granted under and by authority of Article IV of the By-Laws of the Company, extracts of which read as follows:

ARTICLE IV.

Officers: Powers and Duties.

Section 4. . . . The President . . . shall also have power and authority, from time to time, to appoint and fix the compensation of one or more attorneys-in-fact, to prescribe their respective duties and the respective limits of their authority and to revoke any such appointment, at any time, in his discretion.

Section 5. . . . the several Vice Presidents. . . shall act, in the order of their appointment, in the place of the President exercising all his powers and performing his duties, during his absence or disability.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of the Great American Insurance Company at a meeting duly called and held on the 16th day of September, 1970.

RESOLVED, that the Company seal and the signature of any officer authorized by the By-Laws may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship or other written obligation in the nature thereof, such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, W. C. BECK, Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney, the above quoted abstracts of Sections 4 and 5 of Article IV of the By-Laws, and the Resolution of the Board of Directors of September 16, 1970, have not been revoked and are now in full force and effect.

Signed and sealed this **17th** day of **July**

1973

W. C. Beck
Secretary



S-1029 (3/72)

CONTRACT AND BOND

This Agreement, Made and entered into as of the.....day of

19____, by and between _____

-----HIPSKIND ASPHALT CORPORATION-----

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

Beginning at a proposed manhole located on the North side of Dupont Road and 825 feet West of the centerline of Interstate 69; thence, in a Northwest direction a distance of 1,205 ± lineal feet to a proposed manhole; thence, North a distance of 1,405 ± lineal feet to a proposed manhole located on the North side of Northway Drive and approximately 1,040 feet East of Old Auburn Road; thence, East a distance of 1,012 ± lineal feet to a proposed manhole; thence, in a Northwesterly direction along a drainage ditch a distance of 3,123 ± lineal feet to a proposed manhole; thence, Westerly along the Delagrang Ditch a distance of 920 ± lineal feet to a proposed manhole located on the East side of Old Auburn Road and approximately 85 feet South of the Delagrang Ditch; thence, continuing West a distance of 2,068 ± lineal feet to a proposed manhole; thence, in a Northwesterly direction a distance of 1,140 ± lineal feet, terminating at a manhole located at the Pine Valley Treatment Plant.

Said sewer shall be 15, 18 and 24 inches in diameter, with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

18" AC Pipe Sewer Cl. 3300 & 4000	Twenty-one dollars & twenty cents per lf.	21.20
24" AC Pipe Sewer Cl. 3300, 4000 & 5000	Twenty-four dollars & twenty cents per l.f.	24.20

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of SANITARY SEWER Improvement Resolution No. 276 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 350 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this.....

day of.....19____

HIPSKIND ASPHALT CORPORATION

BY: David L. Hyskind

ITS: Treas.

Contractor, party of the first part.

This contract approved by us this.....

day of.....

19____

BOARD OF PUBLIC WORKS,
Party of the second part.

James H. Ransom Mayor

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

CONTRACT AND BOND

This Agreement, Made and entered into as of the.....day of

19____, by and between _____

-----HIPSKIND ASPHALT CORPORATION-----

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of _____

for the Following Prices

Standard Concrete Manhole Type IV -48"	Seven hundred ninety-five dollars each	795.00
Asphalt Pavement over Stone Base	Ten dollars per s.y.	10.00
Crushed Stone Pavement	Five dollars per s.y.	5.00
Bankrun Gravel Backfill	Four dollars & fifty cents per c.y.	4.50
Flow Meter Complete & In Place	Six thousand five hundred dollars each	6,500.00
Crushed Stone Bedding	Eight dollars per c.y.	8.00
Seeding & Mulch	One dollar per s.y.	1.00
Concrete Cradle	Fifty dollars per c.y.	50.00
Sheeting & Bracing	One dollar per s.f.	1.00
15" AC Pipe Sewer Cl. 4000	Eighteen dollars & ten cents per l.f.	18.10
18" AC Pipe Sewer Cl. 3300 & 4000	Twenty-one dollars & twenty cents per l.f.	21.20
24" AC Pipe Sewer Cl. 3300, 4000 & 5000	Twenty-four dollars & twenty cents per l.f.	24.20

The said party of the first part expressly agrees to make the improvements herein specified in strict

accordance with the provisions of SANITARY SEWER Improvement Resolution No. 276 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 350 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this.....

day of _____ 19 ____

HIPSKIND ASPHALT CORPORATION,

BY: David L. Hyskind

ITS: Treas.

Contractor, party of the first part.

This contract approved by us this.....day of _____ 19 ____

BOARD OF PUBLIC WORKS,
Party of the second part.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

Mayor

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we -----

-----HIPSKIND ASPHALT CORPORATION-----

as principal and Trinity Universal Insurance Company of Dallas, Texas-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED EIGHTY SEVEN THOUSAND SIX HUNDRED EIGHT DOLLARS AND SIXTY CENTS (\$ 287,608.60) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the ----- Including the payment of vendors, suppliers & sub-contractors' bills day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of Three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this ----- day of ----- 19 -----

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David L. Hyskind (SEAL)

ITS: Treas. (SEAL)

----- (SEAL)

Approved this ----- day of ----- 19 -----

Ronald K. Bana

Board of Public Works.

Completed in City Engineering Office
July 11, 1973

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68 and 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we -----

-----HIPSKIND ASPHALT CORPORATION-----Contractors
as principal and Trinity Universal Insurance Company of Dallas, Texas -----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED
EIGHTY SEVEN THOUSAND SIX HUNDRED EIGHT DOLLARS AND SIXTY CENTS (\$ 287,608.60)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said -----

-----HIPSKIND ASPHALT CORPORATION-----
did on the ----- day of ----- enter into a contract with the City
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and
along -----

(See description Page 1)

according to certain plans and specifications, and also warranting and guaranteeing the work, material and
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said -----HIPSKIND ASPHALT CORPORATION-----
----- shall faithfully perform and fulfill all the requirements of said war-
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this ----- day of ----- 19 -----

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: *David R. Hyskind* (SEAL)

ITS: *Treas.* (SEAL)

(SEE BOND ATTACHED)

Approved this ----- day of ----- 19 -----

Ronald R. Bonar

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., 19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., 19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

Board of Public Works.

No. 19
CONTRACT AND BOND
of

for

Amount of Bond

Approved: Dollars.

Board of Public Works.

Recorded in Contract Record Book No. _____
Page _____ Recorded in _____ Imp. Res.
Record Book No. _____ Page _____

Improvement Resolution No. _____ 19
Cost per lineal foot \$ _____
Assessment Roll Approved _____
Final Estimate Approved _____

PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Hipskind Asphalt Corporation and City of Fort Wayne, as Principal, and the Trinity Universal Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana municipal corporation in the sum of \$50,806.⁴⁰/₁₀₀ for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the foregoing obligation is such that

WHEREAS, the Principal has applied for authority to construct or cause to be constructed storm and sanitary sewer mains to become part of the City's sewer system, which said sewers are to be built and constructed according to plans and specifications approved by City, and Known as St. Joe Interceptor Sewer. Resolution #273, #276, and #277.

WHEREAS, the grant of authority by City to so construct such sewers provides:

1. That said sewers shall be completed according to said plans and specifications, and there shall be filed with the City, within thirty (30) days after completion, a completion affidavit.
2. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and
3. To agree to maintain said sewers for a period of one (1) year following written acceptance by the City of said sewers.

NOW, THEREFORE, if the Principal shall perform all of the terms and conditions required of it by the consent to cause said sewers to become part of the City sewer systems, and shall for

one (1) year after acceptance of said sewers by City maintain said sewers and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

BY: David L. Hipkind

HIPSKIND ASPHALT CORPORATION

BY: Terrence Ward

TRINITY UNIVERSAL INSURANCE CO.

BY: Cynthia Lee Harg
Attorney-in-Fact

Signed and sealed this
16th day of July, 1973.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

"Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of attorney may be restricted, to be in each instance specified in such Power of Attorney."

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form, of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized.

does hereby nominate, constitute and appoint:

CYNTHIA LEE HARZ - FT. WAYNE, INDIANA

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all contract bonds provided the penal sum of no one bond exceeds ONE MILLION AND NO/100-----(\$1,000,000.00) DOLLARS for Hipkind Asphalt Corporation of Fort Wayne, Indiana in connection with contracts entered into.

Also bid or proposal bonds provided the amount of the estimated contract is not in excess of ONE MILLION AND NO/100-----(\$1,000,000.00) DOLLARS for Hipkind Asphalt Corporation of Fort Wayne, Indiana.

No authority is extended for the execution of Open Penalty Bonds or any bonds without a fixed penal sum.

And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly executed by its proper officer this 17th day of October, 19 72

Attest:

Lewis B. Holland

Title

Lewis B. Holland, Secretary
(SEAL)

TRINITY UNIVERSAL INSURANCE COMPANY

R. M. McWhirter

R. M. McWhirter,
Title Vice President

State of Texas ss:
County of Dallas

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 17th day of October, 19 72

(SEAL)

My commission expires June 1, 1973

C. E. Cason
C. E. Cason, Jr. Notary Public

I, the undersigned, Lewis B. Holland Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this _____

day of October, 19 72

(SEAL)

Lewis B. Holland

Secretary

CERTIFIED COPY OF POWER OF ATTORNEY
SEE CERTIFICATION

CONTRACT AND BOND

This Agreement, Made and entered into as of the.....day of

19____, by and between-----

-----HIPSKIND ASPHALT CORPORATION-----

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

Beginning at a proposed manhole located approximately 70 feet North of the St. Joseph River and approximately 120 feet South of the Martin Drain; thence, in a Northwesterly direction a distance of 810 ± Lineal Feet to a proposed manhole; thence, in a Northerly direction a distance of 3,461 ± Lineal Feet, terminating at a proposed manhole located on the North side of Leo Road and approximately 240 feet Southwest of the Martin Drain bridge culvert.

Said sewer shall be 18 and 24 inches in diameter, with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

for the Following Prices
Standard Concrete Manhole Type 48" IV
Asphalt Pavement over Stone Base
Crushed Stone Pavement
Special Gravel Backfill
Seeding & Mulch
Crushed Stone Bedding
18" AC Pipe Sewer Cl. 3300, 4000
24" AC Pipe Sewer Cl. 3300, 5000

Six hundred ninety dollars ea.	690.00
Ten dollars per s.y.	10.00
Five dollars per s.y.	5.00
Five dollars per c.y.	5.00
one dollar per s.y.	1.00
Eight dollars per c.y.	8.00
Eighteen dollars and eightycents per l.f.	18.80
Twenty-two dollars and ten cents per l.f.	22.10

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of Sanitary Sewer Improvement Resolution No. 277-Modified and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 350 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this-----

day of-----19-----

HIPSKIND ASPHALT CORPORATION

BY: David P. Hipskind

ITS: Treas.

Contractor, party of the first part.

This contract approved by us this-----day of-----19-----

Ronald K. Bonal

BOARD OF PUBLIC WORKS,
Party of the second part.

Earl A. Rusk Mayor

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

HIPSKIND ASPHALT CORPORATION

as principal and TRINITY UNIVERSAL INSURANCE

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

~~NINETY-SIX THOUSAND FIVE HUNDRED THREE DOLLARS AND THIRTY CENTS~~ (\$ 96,503.30)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

Including the payment of vendors, suppliers & sub-contractors bills
day of _____, with the City of Fort Wayne, Indiana, and shall faithfully
fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the
sewer as to the workmanship, material and conditions for the period of Three (3) years, according to
the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and
remain in full force and virtue in law and in the event the said City shall extend the time for the com-
pletion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this _____ day of _____ 19 ____

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David R. Hyskind (SEAL)

ITS: Tress (SEAL)

_____ (SEAL)

Approved this _____ day of _____ 19 ____

Ronald K. Boner

Board of Public Works.

Completed in City Engineering Office
July 11, 1973

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes Volume IV). (Section 4C-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. C-60-66, concerning discriminating in employment under municipal, contracts, is attached and incorporated herein by reference.

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

-----HIPSKIND ASPHALT CORPORATION----- Contractors

as principal and -----TRINITY UNIVERSAL INSURANCE-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of NINETY SIX
THOUSAND FIVE HUNDRED THREE DOLLARS AND THIRTY CENTS----- (\$ 96,503.30-----)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said -----

-----HIPSKIND ASPHALT CORPORATION-----

did on the _____ day of _____ enter into a contract with the City
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and
along _____

(SEE DESCRIPTION PAGE I)

according to certain plans and specifications, and also warranting and guaranteeing the work, material and
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said -----HIPSKIND ASPHALT CORPORATION-----

----- shall faithfully perform and fulfill all the requirements of said war-
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this _____ day of _____ 19 ____

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: *David L. Hipskind* (SEAL)

ITS: *Treas.* (SEAL)

(SEE BOND ATTACHED)

Approved this _____ day of _____ 19 ____

Ronald D. Bonar

Ronald D. Bonar

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., 19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., 19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

Board of Public Works.

No. 19
CONTRACT AND BOND
of

for

Amount of Bond

Approved: Dollars

Board of Public Works.

Recorded in Contract Record Book No.
Page Recorded in Imp. Res.
Record Book No. Page

Improvement Resolution No. 19
Cost per lineal foot \$
Assessment Roll Approved
Final Estimate Approved

PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Hipskind Asphalt Corporation and City of Fort Wayne, as Principal, and the Trinity Universal Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana municipal corporation in the sum of \$560,806⁴⁰/₁₀₀ for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the foregoing obligation is such that

WHEREAS, the Principal has applied for authority to construct or cause to be constructed storm and sanitary sewer mains to become part of the City's sewer system, which said sewers are to be built and constructed according to plans and specifications approved by City, and Known as St. Joe Interceptor Sewer. Resolution #273, #276 and #277.)

WHEREAS, the grant of authority by City to so construct such sewers provides:

1. That said sewers shall be completed according to said plans and specifications, and there shall be filed with the City, within thirty (30) days after completion, a completion affidavit.
2. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and
3. To agree to maintain said sewers for a period of one (1) year following written acceptance by the City of said sewers.

NOW, THEREFORE, if the Principal shall perform all of the terms and conditions required of it by the consent to cause said sewers to become part of the City sewer systems, and shall for

one (1) year after acceptance of said sewers by City maintain said sewers and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

BY: David L. Hipkind

HIPSKIND ASPHALT CORPORATION

BY: Terrence J. Ward

TRINITY UNIVERSAL INSURANCE CO.

BY: Cynthia Lee Harg
Attorney-in-Fact

Signed and sealed this
16th day of July, 1973.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

"Resolved, That the President, any Vice President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any promissory bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of attorney may be restricted, to be in each instance specified in such Power of Attorney."

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized, does hereby nominate, constitute and appoint:

CYNTHIA LEE HARZ - FT. WAYNE, INDIANA

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

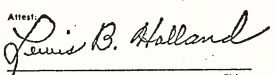
Any and all contract bonds provided the penal sum of no one bond exceeds ONE MILLION AND NO/100-----(\$1,000,000.00) DOLLARS for Hipskind Asphalt Corporation of Fort Wayne, Indiana in connection with contracts entered into.

Also bid or proposal bonds provided the amount of the estimated contract is not in excess of ONE MILLION AND NO/100-----(\$1,000,000.00) DOLLARS for Hipskind Asphalt Corporation of Fort Wayne, Indiana.


No authority is extended for the execution of Open Penalty Bonds or any bonds without a fixed penal sum.

And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly executed by its proper officer this 17th day of October, 19 72

Attest:


Lewis B. Holland, Secretary
(SEAL)

TRINITY UNIVERSAL INSURANCE COMPANY
By: 

R. M. McWhirter,
Title Vice President

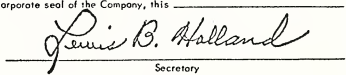
State of Texas ss:
County of Dallas

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 17th day of October, 19 72
(SEAL)

My commission expires June 1, 1973
C. E. Cason, Jr. Notary Public

I, the undersigned, Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this _____ day of _____, 19____.
(Seal) 

Secretary

CERTIFIED COPY OF POWER OF ATTORNEY
SEE CERTIFICATION

DIGEST SHEET

S-73-08-322

TITLE OF ORDINANCE St. Joseph Interceptor Sewers - Resolution 266, 267, 271, 272,
273, 275, 276, 277

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Tentative awards, pending final approval of EPA, have been
made on eight (8) sections of sewer line known as the St. Joseph Interceptor Sewer as

follows: Resolution 266 - John Dehner, Inc. \$837,575.23

267 - Nobis-Westropp Const. \$189,825.00

271 - Earth Construction \$627,986.90

272 - Bercot, Inc. \$386,338.20

273 - Hipskind Asphalt \$176,694.50

275 - Earth Construction \$360,432.00

276 - Hipskind Asphalt \$287,608.60

277 - Hipskind Asphalt \$ 96,503.30

EFFECT OF PASSAGE Probable construction of sewers - must be approved by EPA,
which final approval is expected very soon.

EFFECT OF NON-PASSAGE No St. Joe Interceptor construction.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

Cost to City of approximately \$450,000 or 15% of total construction costs. Balance
paid thru Federal Grant.

ASSIGNED TO COMMITTEE (J.N.) FWD WCH

ORDINANCE CHECK-OFF SHEET

INFORMATION REGARDING ORDINANCE

CONTENTS OF ORDINANCE

BILL NO.	<i>D-73-08-32</i>
ORDINANCE NO.	<i>D-92-73</i>
<input checked="" type="checkbox"/> REGULAR SESSION	<i>8-14-73</i>
SPECIAL SESSION	
APPROVED AS TO FORM AND LEGALITY	<i>Keller</i>
BILL WRITTEN BY	<i>Ed. G. Works</i>
DATE INTRODUCED	<i>8-14</i>
REFERRED TO SAID STANDING COMMITTEE	<i>Finance</i>
REFERRED TO CITY PLAN	
LEGAL PUBLIC HEARING	
LEGAL PUBLICATION	
JOINT HEARING	
DEPARTMENT HEARING	
HOLD FILE	
<input checked="" type="checkbox"/> PASS	<i>8-28-73</i>
DO NOT PASS	
WITHDRAWN	
SUSPENSION OF RULES	
PRIOR APPROVAL	
ORDINANCE TAKEN OUT OF OFFICE	
OTHER INSTRUCTIONS REGARDING ORDINANCE	
CORRECTIONS MADE TO ORDINANCE	
PEOPLE SPEAKING FOR ORDINANCE	
PEOPLE SPEAKING AGAINST ORDINANCE	

COMMITTEE SHEET
VOTE SHEET
PURCHASE ORDERS
<i>Contracts & Bonds</i>
<i>BIDS from all Companies</i>
ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM
LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY
COMMUNICATIONS FROM
ZONING MAPS
ABSTRACTS
TITLES
PRIOR APPROVAL LETTER

Signed Clerk -

COUNCILMAN'S VOTE

	AYES	NAYS	ABSENT
BURNS	<input checked="" type="checkbox"/>		
HINGA	<input checked="" type="checkbox"/>		
KRAUS	<input checked="" type="checkbox"/>		
MOSES	<input checked="" type="checkbox"/>		
NUCKOLS	<input checked="" type="checkbox"/>		
D. SCHMIDT	<input checked="" type="checkbox"/>		
V. SCHMIDT	<input checked="" type="checkbox"/>		
STIER	<input checked="" type="checkbox"/>		
TALARICO	<input checked="" type="checkbox"/>		

COMMENTS: